

EXHIBIT M

ASSIGNMENT OF
NOTE AND SECURITY AGREEMENT

THIS ASSIGNMENT OF NOTE AND SECURITY AGREEMENT ("Agreement") is made as of this 18th day of January, 2012 by and among LESTER EBER ("Assignor") and ALEXBAY, LLC ("Assignee")(the "Assignment").

RECITALS

WHEREAS, Assignor made loans to Eber Bros. Wine and Liquor Corporation ("EWLC") evidenced in a Promissory Note dated August 15, 2005 in the principal amount of \$1,503,750.00 (the "Original Note"); and

WHEREAS, the Original Note was replaced in its entirety by an Amended and Restated Promissory Note dated March 13, 2006 in the principal amount of \$1,503,750.00 (the "EWLC Note"); and

WHEREAS, on February 11, 2011, Assignor, EWLC and Eber Bros. Wine and Liquor Metro, Inc. ("Metro") entered into a Debt Assumption Agreement whereby the obligations of the EWLC Note were assumed by Metro; and

WHEREAS, Assignor, Metro and EWLC entered into an Amended and Restated Security Agreement ("Amended and Restated Security Agreement") dated February 11, 2011, granting Assignor a security interest in certain property to secure payment of the EWLC note, the principal balance of which at that time was \$1,434,710.68, plus accrued and unpaid interest; and

WHEREAS, the Amended and Restated Security Agreement provides that "Secured Party's rights hereunder shall inure to the benefit of its successors and assigns;" and

WHEREAS, the Guaranty provides that it “inures to the benefit of lender and lender’s endorsees, successors and assigns;” and

WHEREAS, the balance presently due pursuant to the Amended and Restated Promissory Note is \$1,951,874.26 as of December 31, 2011, including principal and accrued interest together with interest accruing thereafter at the rate of 9% per annum.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Assignment. Assignee hereby irrevocably grants, assigns and transfers all right, title, interest and benefits he has in and to the EWLC Note, and the Amended and Restated Security Agreement and the obligations set forth therein to Assignee.
2. Discharge of Assignor from Responsibilities. As provided in paragraph 10j of the Amended and Restated Security Agreement, the Assignor is hereafter fully discharged from any responsibility with respect to the collateral in which Metro assigned and granted to Assignor in the Security Agreement.
3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principals.
4. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruction.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed and sealed as of the date first above written.

Lester Eber [L.S.]
Lester Eber

ALEXBAY, LLC

By: _____ [L.S.]
Lester Eber, its Sole Owner

Acknowledgment of Notice of Assignment.

Eber Bros. Wine & Liquor Metro, Inc. hereby acknowledges that it has received notice of and a copy of the above assignment.

EBER BROS. WINE & LIQUOR METRO, INC.

By _____
Wendy Eber, its Chief Financial Officer

ASSIGNMENT OF LINE OF CREDIT
NOTE AND SECURITY AGREEMENT

THIS ASSIGNMENT OF LINE OF CREDIT NOTE AND SECURITY AGREEMENT
("Agreement") is made as of this 18th day of January, 2012 by and among LESTER EBER
("Assignor") and ALEXBAY, LLC ("Assignee").

RECITALS

WHEREAS, Assignor made loans to Eber Bros. Wine & Liquor Metro, Inc. ("Metro")
evidenced by a Line of Credit Note dated February 26, 2010 in the maximum principal amount
of \$1,500,000.00 ("Line of Credit Note"); and

WHEREAS, on February 26, 2010, Eber Bros. Wine and Liquor Corporation ("EWLC")
entered into a Guaranty Agreement ("Guaranty") whereby EWLC unconditionally guaranteed
payments due Assignor pursuant to the Line of Credit Note; and

WHEREAS, EWLC and Metro entered into a Security Agreement dated February 26,
2010 granting Assignor a security interest in certain property to secure payment of the Line of
Credit Note; and

WHEREAS, Metro and EWLC and Assignor entered into an Amended and Restated
Security Agreement dated February 11, 2011 ("Amended and Restated Security Agreement")
granting Assignor a security interest in certain property to secure payment of the Line of Credit
Note and a Note dated March 13, 2006 in the principal amount of \$1,503,750.00 ("EWLC
Note"); and .

WHEREAS, the balance presently due pursuant to the Line of Credit Note is \$1,698,808.22 as of December 31, 2011, including principal and accrued interest, together with interest accruing thereafter at the rate of 12 ½% per annum; and

WHEREAS, the Line of Credit Note provides: "Lender may, without notice to Guarantor and without affecting Guarantor's obligations hereunder, sell, assign, grant participation in, or otherwise transfer to any other person, firm, or corporation, the indebtedness and this Guarantee, in whole or in part . . ."; and

WHEREAS, the Security Agreement provides that "Second Party's rights hereunder shall inure to the benefit of its successors and assigns;" and

WHEREAS, the Assignor wishes to assign the Line of Credit Note and Security Agreement to the Assignee;


NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Assignment. Assignor hereby irrevocably grants, assigns and transfers all right, title, interest and benefits he has in and to the Line of Credit Note, the Guaranty, the Security Agreement and the Amended and Restated Security Agreement and the obligations set forth therein to Assignee.
2. Discharge of Assignor from Responsibility. As provided in paragraph 10(j) of the Security Agreement and paragraph 10(j) of the Amended and Restated Security Agreement, the Assignor is hereafter fully discharged from any responsibility with respect to the collateral in which Metro assigned and granted to Assignor in the Security Agreement.


3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principals.

4. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed and sealed as of the date first above written.


_____[L.S.]
Lester Eber

ALEXBAY, LLC

By: 
_____[L.S.]
Lester Eber, its Sole Owner

Acknowledgment of Notice of Assignment.

Eber Bros. Wine & Liquor Metro, Inc. hereby acknowledges that it has received notice of and a copy of the above assignment.

EBER BROS. WINE & LIQUOR METRO, INC.

By _____
Wendy Eber, its Chief Financial Officer